

EXHIBIT G

E. GERMANN

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

MEDSTAR HEALTH, INC., et al.,

Plaintiffs

Civil Action No.

vs.

05-CV-1602 (JLL) (CCC)

BECTON-DICKINSON & COMPANY,

MDL No. (JLL)

et al.,

Defendants

_____/

The deposition of ERIN GERMANN was held on
Friday, July 17, 2009, commencing at 10:00 a.m., at the
offices of MedStar Health Galleria, 1447 York Road,
Lutherville, Maryland 21093, before Susan M. Wootton,
Notary Public.

REPORTED BY: Susan Wootton, RPR, CLR

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1 In these sales transactions of Becton
2 hypodermic products to MedStar, Cardinal Health bore
3 the risk of loss if MedStar did not pay for the Becton
4 hypodermic products.

5 MR. MACON: It has been asked and answered.

6 MR. KOHN: Do you agree with that passage
7 or disagree with it?

8 THE WITNESS: Again, I'm not sure of the
9 relationship to know who has harm.

10 MR. KOHN: Some of the statements in this
11 passage MedStar would have knowledge of, though, so I
12 want you to listen one more time.

13 MR. MACON: Wait. If you'll break them
14 down.

15 MR. KOHN: Sure.

16 MR. MACON: And this has all been asked and
17 answered.

18 Q In Cardinal Health's sales of Becton
19 hypodermic products to MedStar, that is purchases of
20 Becton hypodermic products by MedStar from Cardinal
21 Health, MedStar placed an order for the Becton
22 hypodermic products with Cardinal Health?

23 A True.

24 Q Cardinal Health pulled the Becton
25 hypodermic products to be delivered to MedStar from its

1 general inventory?

2 A True.

3 Q Invoiced MedStar for the Becton hypodermic
4 products?

5 A True.

6 Q And MedStar directly paid Cardinal Health
7 for the Becton hypodermic products?

8 A True.

9 Q In these sales transactions of Becton
10 hypodermic products to MedStar, Cardinal Health bore
11 the risk of loss if MedStar did not pay for the Becton
12 hypodermic products?

13 A I'm not sure who bears the risk.

14 Q I think, in an earlier answer, you said,
15 if, if MedStar doesn't pay Cardinal, Cardinal calls
16 MedStar, is that right?

17 A Correct.

18 Q Okay. I have a few more of these.

19 MR. MACON: I'm going to object. If it's
20 something new that you haven't done before, that's
21 fine. Let's just do them on a case by case basis.

22 MR. KOHN: That's a good idea.

23 MR. MACON: I might tell you that she has
24 answered it several times, but go ahead.

25 Q Cardinal Health, like most medical products

1 paragraph.

2 It says: The purchase price for selected
3 merchandise, including but not limited to multi source
4 pharmaceuticals, private label products,
5 medical-surgical supplies, home health care/durable
6 medical equipment, certain antibiotics, merchandise
7 acquired from vendors not offering customary cash
8 discount or other terms, and other slow moving
9 specialty and non-pharmaceutical merchandise will not
10 be based upon the Cardinal's cost plus pricing
11 described above but will instead be net billed in
12 accordance with the terms and conditions established by
13 Cardinal, open parens, including applicable markup,
14 close parens, for such merchandise, period.

15 Did I read that correctly?

16 A You did.

17 Q Is it your understanding that
18 Becton-Dickinson hypodermic products would fall into
19 this category of specially priced merchandise?

20 A They could.

21 Q Moving down to paragraph 4, payment terms,
22 it says: The payment terms initially applicable to
23 buyer - and is buyer here MedStar?

24 A Yes.

25 Q -- will be jointly determined by Cardinal

1 and buyer, based on buyer's payment preferences, open
2 parens, among the selections offered in this section
3 and the Pricing Matrix, close parens, the historical
4 purchasing and weighted average payment data for buyer,
5 open parens, Matrix Slotting Data, close parens --

6 The payment terms initially applicable to
7 buyer will be jointly determined by Cardinal and buyer,
8 based on buyer's payment preferences, open parens,
9 among the selections offered in this section and the
10 Pricing Matrix, close parens, the historical purchasing
11 and weighted average payment data for buyer, open
12 parens, Matrix Slotting Data, close parens, and credit
13 considerations deemed relevant by Cardinal, period.

14 Did I read that correctly?

15 A You did.

16 Q Is it your understanding that payment terms
17 between MedStar and Cardinal were determined in that
18 fashion --

19 A Yes.

20 Q -- under this agreement?

21 A Yes.

22 Q Do you see all of the prepayment
23 alternatives?

24 A Yes.

25 Q One is a 30-day prepay, one is a 15-day